

Diagram: 5

Trunk Port to existing TC POT Bay

Can be used in conjunction with:

4. Transport between an EO or SWC and an IXC POP
6. ~~Transport~~ between an EO or SWC and a TC Location
7. Transport between a Tandem Switch and an IXC POP
8. ~~Transport~~ between a Tandem Switch and a TC Location

Recurring

- Trunk Port = Ycs
- POT Bay SAC Charge = Yes

Non Recurring

- Trunk Port = Ycs
- POT Bay SAC Charge = No

* IAC will be applicable for Virtual Collocation node connection in place of POT Bay SAC when connecting to Vial.

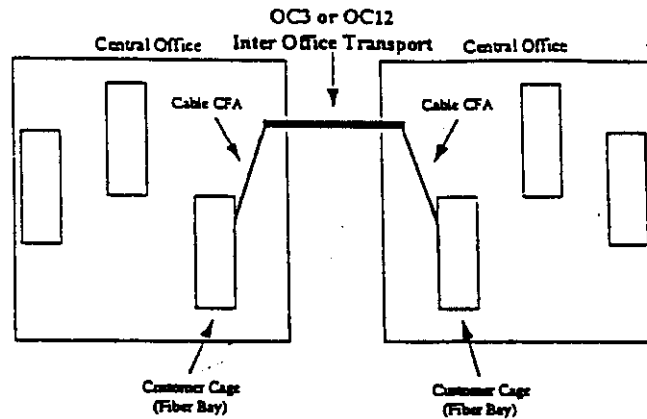


Diagram: 6

OC-3 or OC-12 IOF between existing Cages in COs (FDF to FDF)

Can be used in conjunction with:

2. Transport between EOs
3. Transport between an EO and a SWC
5. Transport between a Tandem Switch and EO

Recurring

- OC-3 = **Yes**
Fixed Mileage
Per Mile
- POT Bay SAC Charge = **Yes**
- oc-12 = **Yes**
Fixed Mileage
Per Mile
- POT Bay SAC Charge = **Yes**

Non Recurring

- OC-3 = **Yes**
- POT Bay SAC Charge = **No**
- oc-12 = **Yes**
- POT Bay SAC Charge = **No**

* LAC will be **applicable for Virtual** Collocation node connection in place of POT Bay SAC **when** connecting to **Virtual**.

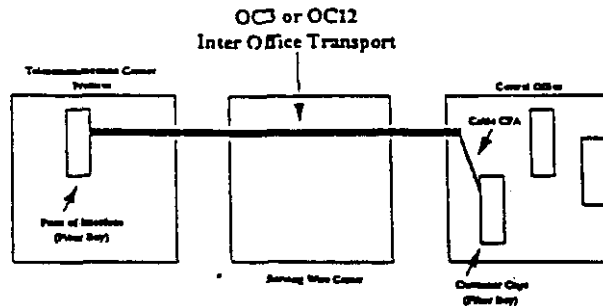


Diagram: 7

OC-3 or ~~OC-12~~ **IOF** from TC Location **through** Serving Wire Center and terminating in C.O. at Customer Cage (Fiber Bay).

Can be used in conjunction with:

6. Transport between an EO or SWC and a TC Location
8. Transport between a Tandem Switch and a TC Location

Recurring

- OC-3 = **Yes**
Fixed Mileage
Per Mile
- POT Bay SAC Charge = Yes
- oc-12 = Yes
Fixed Mileage
Per Mile
- POT Bay SAC Charge = Yes

Non Recurring

- OC-3 = **Yes**
- POT Bay SAC Charge = No
- oc-12 = **Yes**
- POT Bay SAC Charge = No

* IAC will be applicable for Virtual Collocation node connection in place of POT Bay SAC when connecting to **Vial**.

plhbb/user/mko/word/ny/atiof.doc

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APPENDIX 2

ATTACHMENT 4.0 Network Interconnection Schedule

LATA	MFS-IP	BA-IP	Activation Date
<i>132</i>	33 Whitehall St. New York, NY 10004	221/237 E. 37 th Street (37 th St. CO) New York, NY 10016	June 25,1996
132	120 W. 45th Street (Tower 45) New York, NY 10036	1095 Ave. of the Americas (42nd Street CO) New York, NY 10036	June 25,1996

* Further information to be provided by *the* Parties at a date determined by **the** Parties.

Exhibit 2
Brooks - BA Agreement

Exhibit 2
Brooks - BA Agreement



Bell Atlantic
1095 Avenue of the Americas
Room 3745
New York, New York 10036

Sandra Dilorio Thorn
General Counsel, NY

212-395-6515(phone)
212-768-7568 (fax)

November 9, 1999

BY HAND

Ms. Debra Renner
Acting Secretary
New York Public Service Commission
Three Empire State Plaza
Albany, New York 12223

**Re: Interconnection Agreement between
Bell Atlantic – New York and Brooks Fiber Communications**

Dear Secretary Renner:

New York Telephone Company, d/b/a Bell Atlantic - New York ("BA-NY"), is herewith filing an Interconnection Agreement between BA-NY and Brooks Fiber Communications of New York, Inc. ("Brooks"), governing interconnection arrangements in the State of New York.

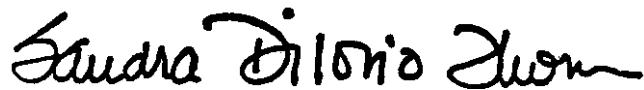
Pursuant to the Commission's Notice of Procedures issued June 14, 1996, copies of this Agreement and this letter are being served on all active parties in Cases 95-C-0657 and 93-C-0103, as well as all telecommunications carriers from which BA-NY has received a request for interconnection, services or network elements pursuant to 47 U.S.C. § 252.

Brooks is represented by:

Kimberly A. Scardino, Esq.
MCI WORLDCOM Communications, Inc.
5 International **Drive**
Rye Brook, **NY** 10573
telephone: (914) 312-6124
fax: (914) 312-2287

If you have any questions regarding **this** matter, **please feel** free to call me.

Respectfully submitted,

A handwritten signature in black ink, reading "Sandra DiIorio Thorn". The signature is written in a cursive, flowing style.

Sandra DiIorio Thorn

Enclosure

cc: Kimberly A. Scardino, Esq. (By **U.S.** Mail)
Service List in Cases 95-C-0657 and 93-C-0103 (By **U.S.** Mail)
All Telecommunications Carriers Requesting Interconnection (**By U.S.** Mail)

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
COMMUNICATIONS ACT**

Dated as of September 21, 1999

by and between

**NEW YORK TELEPHONE COMPANY,
d/b/a
BELL ATLANTIC - NEW YORK,**

and

BROOKS FIBER COMMUNICATIONS OF NEW YORK, INC.

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE COMMUNICATIONS ACT

This Interconnection Agreement (**this** "Agreement"), under Sections 251 and 252 of the Communications Act, **as** amended by *the* Telecommunications Act of 1996 (the "Act"), is effective as of the 21st day of September, 1999 (the "Effective Date"), by and between New York Telephone Company, d/b/a Bell Atlantic - New York ("BA"), a New York corporation with offices at 1095 Avenue of the Americas, New York, New York, 10036, and Brooks Fiber Communications of New York, Inc., ("Brooks"), a Delaware corporation with offices at 8521 Leesburg Pike, Vienna, Virginia 22182 (each, a "**Party**" and, collectively, **the Parties**").

WHEREAS, Brooks has requested, pursuant to Section 252(i) of *the* Act, that BA *make* available to Brooks Interconnection, services and unbundled Network Elements upon the **same** terms and conditions as provided in the Interconnection Agreement between ACC National Telecom Corp. and BA, dated as of November 11, 1997 for New York, approved by the New York Public Service Commission ("Commission") under Section 252 of the Act, copies of which agreement **are** attached hereto **as** Appendix 1 (the "Separate Agreement"); and

WHEREAS, BA has undertaken **to make** such terms and conditions available to Brooks hereby only because of, and to the extent required by, Section 252(i) of *the* Act;

NOW, **THEREFORE**, in consideration of the mutual provisions contained herein, Brooks and BA hereby agree **as** follows:

1.0 Incorporation of Separate Agreement and Appendix 2 by Reference

1.1 Except **as** expressly stated herein, the terms and conditions of the Separate Agreement, **as** it is in effect **on** the date hereof **after** giving effect to operation of law, and of Appendix 2 attached hereto, **are** incorporated by reference in their entirety herein and form **an** integral part of **this** Agreement.

1.2 References in the Separate Agreement to ACC National Telecom Corp. or to ANTC shall for purposes of **this** Agreement be deemed to refer to **Brooks**.

1.3 References in the Separate Agreement to **the** "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of **this** Agreement be deemed to refer to **the** date first written above. **Unless** terminated earlier in accordance with the terms of the Separate Agreement, **this** Agreement shall continue in effect until **the** Separate Agreement **expires** or **is** otherwise terminated.

1.4 All references in **the** Separate Agreement to "**800/888**" shall for purposes of **this** Agreement be deemed to refer to "**800/888/877**".

1.5 All certificates or other proof of insurance to be sent to BA under Section 26.14 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services
Bell Atlantic - Telecom Industry Services
Room 1423
1095 Avenue of the Americas
New York, New York 10036

1.6 Notices to Brooks under Section 41.9 of the Separate Agreement shall be sent to the following address:

Brooks Fiber Communications of New York, Inc.
Attn: Vice President
Eastern Telco Line Cost Management
2 Northwinds Center
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004
Facsimile (770) 625-6889

with a copy to:

MCI WorldCom
Attn: Vice President - Network Financial Management
8521 Leesburg Pike, 7th Floor
Vienna, VA 22182
Facsimile (703) 918-6602

with a copy to:

MCI WorldCom
Chief Counsel - Business Transactions
1801 Pennsylvania Ave, N.W.
Washington, DC 20006
Facsimile (202) 887-2454

with a copy to:

Brooks Fiber Communications of New York, Inc.
Attn: Senior Manager - Carrier Agreements
8521 Leesburg Pike, 6th Floor
Vienna, VA 22182
Facsimile (703) 918-0710

1.7 Notices to **BA** under Section 41.9 of the Separate Agreement shall be sent to the following address:

President - Telecom Industry Services
Bell Atlantic Corporation
1095 Avenue of the Americas
40th Floor
New York, New York 10036
Facsimile: (212) 597-2585

with a copy to:

Bell Atlantic Network Services, Inc.
Attn: Jack H. White, Jr.
Associate General Counsel
1320 N. Court House Road, 8th Floor
Arlington, Virginia 22201
Telephone: (703) 974-1368
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic –New York
Attn: General Counsel
1095 Avenue of the Americas
37th Floor
New York, *NY* 10036

1.8 Attachment 4.0 set forth at Appendix 2 hereto shall replace and supersede in its entirety Attachment 4.0 of the Separate Agreement.

2.0 Clarifications

2.1 **The** entry into, filing and performance by the Parties of **this** Agreement does not in any way constitute a waiver by either Party of any of the **rights** and remedies it may have to seek review of any of the provisions of this Agreement or the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of **this** Agreement or the Separate Agreement in connection with Brooks' election under 47 USC § 252(i).

2.2 Neither the execution nor the filing (~~nor~~ any other events related to the execution or the filing) of **this** Agreement is to be construed against **Brooks as** a concession or admission that (i) **this** Agreement is legally necessary, (ii) **this** Agreement is required by Section 252(i) of the Act, or (iii) **this** Agreement should be submitted to the Commission for approval under Section

252(e) of the Act. It is Brooks' position that, pursuant to Section 252(i) of the Act, Brooks opted into the Separate Agreement on September 21, 1999 by its notice of adoption to BA. While BA is willing to permit the Separate Agreement to become effective between BA and Brooks retroactively as of September 21, 1999, it is BA's position that Brooks cannot opt into the Separate Agreement except upon entering into this Agreement.

IN WITNESS **WHEREOF**, the Parties hereto have caused this Agreement to be executed as of this 21st day of September, 1999.

BROOKS FIBER COMMUNICATIONS,
OF NEW YORK, INC.

By: 

Printed: Wayne Rehberger

Title: Vice-president

BELL ATLANTIC - **NEW YORK**

By: 

Printed: Jeffrey A. Masoner

Title: Vice-president - Interconnection Services
Policy & Planning

APPENDIX 1

**NEW YORK INTERCONNECTION AGREEMENT
UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

Dated as of November 11, 1997

by and between

NEW YORK TELEPHONE COMPANY (d/b/a BELL ATLANTIC - NEW YORK)

and

ACC NATIONAL TELECOM CORP.

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NEW YORK INTERCONNECTION AGREEMENT
UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 is effective the 11th day of November, 1997 (the 'Effective Date'), by and between ACC National Telecom Corp. (ANTC) 400 West Avenue, Rochester, NY 14611 and New York Telephone Company d/b/a, Bell Atlantic - New York ('NYNEX' or 'NYT'), a New York corporation with offices at 1095 Avenue of the Americas, New York, NY 10036.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, ANTC wishes to purchase, and NYNEX wishes to provide, Unbundled Network Elements (as defined below) and Wholesale Services (as defined below) and other facilities and services as provided hereunder as prescribed by the Act

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ANTC and NYNEX hereby agree as follows:

1.0 DEFINITIONS

1.1 As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.1. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth in Attachment 1.0.

1.1.1 'Act' or the 'Telecommunications Act' means the Communications Act of 1934 (47 U.S.C. 151), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PSC.

1.1.2 'ADSL' or 'Asymmetrical Digital Subscriber Line' means a transmission technology which transmits an asymmetrical digital signal using

one of a variety of line codes as specified in ANSI standards T1.413-1995-007R2.

1.1.3 "Agreement" means this Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between NYT and ANTC dated as of the date first above written, including all attachments hereto.

1.1.4 'Affiliate' is As-Defined in the Act

1.1.5 'As Defined in the Act' means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PSC.

1.1.6 'As Described in the Act' means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PSC.

1.1.7 'Attachment' means any attachment referenced in and appended to this Agreement and made a part hereof. The Attachments are as follows:

Attachment ADR	Alternative Dispute Resolution
Attachment BFR	Bona Fide Request Process
Attachment 1.0	Definitions
Attachment SQ	Service Quality
Attachment 4.0	Network Interconnection Dates .
Attachment IOF	Interoffice Transmission Facilities
Attachment PA	Pricing Attachment

1.1.8 'Automatic Number Identification' or 'ANI' means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.1.9 'Busy Line Verification/Busy Line Verification Interrupt Traffic' or 'BLV/BLVI Traffic' means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.1.10 'Calling Party Number' or 'CPN' is a Common Channel Interoffice Signaling ('CCIS') parameter which refers to the number transmitted through a network identifying the calling party.

1.1.11 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Links for the purpose of interconnection to each other and to trunks: and

(b) "Tandem Office Switches" ("Tandems") which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.1.12 'CCS' means one hundred (100) ~~call~~ seconds.

1.1.13 'CLASS Features' means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCIS-based offerings.

1.1.14 "Collocation" means an arrangement whereby the facilities of one Party (the "Collocating Party") are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which equipment has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the 'premises' of a Housing Party are limited to the structure or portion thereof in which such Housing Party has the exclusive right of occupancy, or where such right **does** not exist, exercises such control that it has the right to permit the Collocating Party to collocate facilities and equipment at the premises. ~~To the extent the proposed collocation space is leased to NYNEX, ANTC's right to occupy such space (or a portion thereof) is subject in all respects to NYNEX's rights with respect to such leased premises under such lease. NYNEX shall have the right to vacate such leased space (in whole or in part) or to modify, alter or amend the lease in any manner, including in such manner which would modify ANTC's rights with respect to such collocation space, or which would preclude NYNEX from sub-leasing or licensing use of such space to ANTC; provided, however, NYNEX shall not base its decision to vacate such space or to agree to a~~ modification, alteration or amendment of the lease for the primary purpose of denying ANTC its right to collocate in **such** space; and provided, however, further, that NYNEX shall in good faith seek to **preserve** in its lease **any right** NYNEX may have to **allow** ANTC to collocate in **such** space.

1.1.15 "Commission" or "PSC" means the New York Public Service Commission.

1.1.16 'Common Channel Interoffice Signaling' or 'CCIS' means the signaling system, developed for use between switching systems with

stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be **SS7**.

1.1.17 'Cross Connection' means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.1.18 'Customer' means a Telecommunications Carrier or end user that subscribes to residence or business Telecommunications Services provided by either of the Parties.

1.1.19 'Days' shall mean calendar days unless otherwise designated as 'business days'.

1.1.20 'Dialing Parity' is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. 'Local Dialing Parity' is As Defined in the Act and means the ability of Telephone Exchange Service Customers of a LEC to select a provider and make local **calls** without dialing extra digits. 'Toll Dialing Parity' is As Defined in the Act and means the ability of Telephone Exchange Service Customers of a **LEC** to place toll calls (interLATA or intraLATA) which are routed to a toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay. **'Toll Dialing Parity'** provides a Party's Customer with the ability to select a carrier as its interLATA toll provider and **select** the same or a different **carrier** as its intraLATA provider.

1.1.21 'Digital Signal Level' means one of several transmission rates in the time-division multiplex hierarchy.

1.1.22 'Digital Signal Level 0' or **'DS0'** means the **64** Kbps zero-level signal in the **time-division** multiplex hierarchy.

1.1.23 'Digital Signal Level 1' or **'DS1'** means the **1.544** Mbps first-level signal in the **time-division** multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.1.24 'Digital Signal Level 3' or **'DS3'** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the **time-division** multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.1.25 'Direct Customer Access Service' or "DCAS" is an electronic interface system provided by **NYNEX** to facilitate the ordering, provisioning and maintenance of various facilities, features and services provided by **NYNEX** including: interconnection arrangements, unbundled network elements, resale of retail services provided at wholesale rates and other offerings.

1.1.26 'Exchange Message Record' or 'EMR' means the standard used for the exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.1.27 'Exchange Access' is As Defined in the Act

1.1.28 'FCC' means the Federal Communications Commission.

1.1.29 'Fiber-Meet' means an Interconnection architecture method limited only by technical feasibility (other than Collocation) whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.1.30 'High-Bit Rate Digital Subscriber Line' or "HDSL" means a transmission technology which transmits over *two* (2) twisted cable pairs up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octal ("3B0"). Only unloaded and non-repeated twisted cable pairs that do not exceed a technical length limitation can support HDSL capabilities.

1.1.31 'Information Service' is **As** Defined in the Act.

1.1.32 'Information Service Traffic' means **Local** Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which **is** addressed to an Information Service provided over a Party's information services platform.

1.1.33 'Integrated Digital Loop Carrier' means a subscriber loop carrier system which integrates within the switch, generally at a DS1 level, twenty-four (**24**) local Link voice grade equivalent transmission paths combined into a 1.544 Mbps digital signal.

1.1.34 'Interconnection' is As Described in the Act and refers to the connection of a network, equipment, or facilities of one Telecommunications Carrier with the network, equipment, or facilities of another Telecommunications Carrier for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.1.35 'Interexchange Carrier' or '**IXC**' means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.1.36 'Interim Telecommunications Number Portability' or '**INP**' is As Described in the Act.

1.1.37 'InterLATA Service' is **As** Defined in the Act. .

1.1.38 'Integrated Services Digital Network' or '**ISDN**' means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ('BRI-ISDN') provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel ('**2B+D**').

1.1.39 'IntraLATA Toll Traffic' means those intraLATA station calls that are not defined as Local Traffic in this Agreement

1.1.40 'Joint Grooming Plan' means the initial plan agreed to by the Parties within three (3) months of the **Effective Date** which is substantially similar to the template provided by NYNEX to ANTC on or about March 5, 1997, as modified from time to time as mutually agreed to by the Parties,

1.1.41 'Laws' means any statute, rule, regulation, applicable ruling of a court of competent jurisdiction, or any FCC or PSC decision, order, or ruling.

1.1.42 '**Local Access and Transport Area**' or 'LATA' As Defined in the Act means a contiguous geographic area:

(a) established before the date of the enactment of the Telecommunications Act of 1996 by a Bell Operating Company such that no exchange area includes points within more than one (1) metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or

(b) established or modified by a Bell Operating Company after such date of enactment and approved by the PSC.

For purposes of this Agreement, NYNEX operates in **six** discrete LATAs within New York State. They are:

- (1) LATA 132 – the **New York** Metropolitan **LATA**
- (2) LATA 133 – the Poughkeepsie **LATA**
- (3) LATA 134 – the Albany LATA
- (4) LATA 136 – the Syracuse LATA

- (5) LATA 138 – the Binghamton LATA
- (6) LATA 140 – the Buffalo LATA

In addition, the Rochester area is considered a separate, seventh LATA; however, NYNEX currently does not operate in that area of the State. Telephone **calls** that originate and terminate within any one of the seven New York State LATAs are classified **as** IntraLATA intrastate calls. Telephone **calls** that originate in one of the seven LATAs and terminate in another of these seven LATAs are classified as InterLATA intrastate calls. Calls that originate in any one of these seven LATAs and terminate in a different LATA in any other state or in a foreign country are classified **as** InterLATA interstate calls.

1.1.43 'Local Exchange Carrier' or 'LEC' is **As** Defined in the **Act**.

1.1.44 'Local Link Transmission' or 'Link' means the entire transmission path which extends from the network interface/demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Links are defined by the electrical interface rather than the type of facility used.

1.1.45 'Loss' or 'Losses' means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.1.46 'Main Distribution Frame' or 'MDF' means the distribution frame of the Party providing the Link used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.1.47 'Meet-Point Billing' means the process whereby each Party bills the appropriate tariff rate for its portion of a jointly provided Switched Exchange Access Service as agreed to pursuant to Section **8.3**.

1.1.48 'Network Element' is **As** Defined in the **Act**

1.1.49 'Network Element Bona Fide Request' means the process described in Attachment BFR that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement

1.1.50 'North American Numbering Plan' or 'NANP', as defined in 'Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling' means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and other defined areas. The NANP format is a 10-digit

number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.1.51 'Number Portability' is **As** Defined in the **Act**

1.1.52 'NXX' means the three digit code which appears as the first three digits of a seven digit telephone number.

1.1.53 'Party' means either NYNEX or ANTC, and 'Parties' means NYNEX and ANTC.

1.1.54 'Port' means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features or switching functionality.

1.1.55 'Point of Termination Bay' or 'POT Bay' means the intermediate distributing frame system which serves as the point of demarcation for collocated interconnection.

1.1.56 'Rate Center' means the specific, geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V8H coordinate, which is used by that LEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as ANTC is permitted by an appropriate regulatory body to establish its own Rate Centers within an area.

1.1.57 'Reciprocal Compensation' is **As** Described in the Act.

1.1.58 'Reciprocal Compensation Call' or 'Reciprocal Compensation Traffic' means a Telephone Exchange Service Call completed between the Parties which qualifies for Reciprocal Compensation pursuant to the terms of this Agreement and any applicable Law.

1.1.59 'Route Indexing' means the provision of Interim Number Portability through the use of direct trunks provisioned between end offices of NYNEX and ANTC over which inbound traffic to a ported number will be routed.

1.1.60 'Routing Point' means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Service. Pursuant to Bell Communications

Research, Inc. ('Bellcore') Practice BR 795-100-100 (the **'Bellcore Practice'**), **the** Routing Point (referred to as the **'Rating Point'** in such Bellcore Practice) may be an End Office Switch location or a **'LEC Consortium Point of Interconnection..**

1.1.61 **'Service Control Point' or 'SCP'** means a component **of** the signaling network that acts as a database to provide information to another component **of** the signaling network (*i.e.*, Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

1.1.62 **'Signaling Transfer Point' or 'STP'** means a component of the signaling network that performs message routing functions and provides information for the routing of messages between signaling network components. An STP transmits, receives and processes CCIS messages.

1.1.63 **'Switched Exchange Access Service'** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

1.1.64 **'Synchronous Optical Network' or 'SONET'** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. **The** base transmission rate **is** 51.84 Mbps ('OC-1/STS-1') and higher rates are direct multiples **of** the base rate.

1.1.65 **'Technically Feasible Point'** is As Described in the Act.

1.1.66 **'Telecommunications'** is **As** Defined in the Act.

1.1.67 **'Telecommunications Carrier'** **is** As Defined in the Act.

1.1.68 **'Telecommunications Service'** is As Defined in the **Act**

1.1.69 **'Telephone Exchange Service'** is **As** Defined in the Act.

1.1.70 **'Telephone Exchange Service Call'** or **'Telephone Exchange Service Traffic'** means a call **completed** between two Telephone Exchange Service Customers of the Parties located in the same LATA originated on one Party's network and terminated on the other Party's network where such call was not carried by a third party as either a presubscribed call (1+) or a casual dialed (10XXX) or (101XXX) call. Telephone Exchange Service Traffic is transported over Traffic Exchange Trunks and qualifies for Reciprocal Compensation pursuant to the terms of this Agreement.